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SERIES II No. 48



OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There is one Extraordinary issue to the Official Gazette, Series II No. 47 dated 23-02-2023 namely, Extraordinary dated 24-02-2023 from pages 2907 to 2908 regarding Notification from Goa Legislature Secretariat.

GOVERNMENT OF GOA

Department of Agriculture
Directorate of Agriculture

Corrigendum

No. 2/25/2022-23/D.Agr/2031

Read: Order No. 2/25/2022-23/D.Agr/1439
dated 16-11-2022.

In the above referred Order, at Sr. No. 5, Shri Arjun Manohar Parab, Assistant Agriculture Officer, "Date of appointment in regular service as Assistant Agriculture Officer in Column No. 3 and "Date of lifting of probation period" in Column No. 4" may be read as "17-12-2019 and 16-12-2021 instead of "16-12-2019 and 15-12-2021" respectively.

The rest of the contents of the said Order remain unchanged.

Nevil Alphonso, Director (Agriculture).

Tonca, Caranzalem, 22nd February, 2023.



Department of Archives

Corrigendum

No. 1/3/2016/Bifurc-A&A/DAA-2310

Read: No. 1/3/2016/Bifurc-A&A/DAA-1456 dated 30th September, 2022.

Sr. No. 13 in the above mentioned order may please be read as under:-

13. Smt. Gauri B. Gaude, LDC and Shri Gurudas Naik, Accounts Clerk of Account Section of Department of Archives shall assist/guide the staff of Department of Archaeology till the new posts in Accounts and Administration Section of Department of Archaeology is created.

By order and in the name of the Governor of Goa.

Menino D'Souza, IAS, Secretary (Archives and Archaeology).

Panaji, 23rd January, 2023.



Department of Civil Supplies and Consumer Affairs

Notification

No. DCS/6-1002/State Steering Committee/
/22-23/4136

The Ministry of Consumer Affairs, Food and Public Distribution, Department of Food and Public Distribution, Government of India, Krishi Bhavan, New Delhi has mandated constitution of a "State Level Steering Committee" vide letter No. 15-1/2021-BP-II(Pt.) (e-374644) dated 31st January, 2023.

In view of above, the Government of Goa is pleased to constitute a "State Level Steering Committee" as a monitoring mechanism for effective implementation of distribution of fortified rice under TPDS and under other Welfare Schemes including TPDS/ICDS/PM-POSHAN comprising of the following members:

1. The Chief Secretary, Goa — Chairman.
2. The Secretary, Civil Supplies — Member.
3. The Secretary, Health Department — Member.
4. The Secretary, Women and Child Development — Member.

5. The Secretary, Education Department	—	Member.
6. The Secretary, Food and Drugs Administration	—	Member.
7. The Director of Civil Supplies and Consumer Affairs, Panaji	—	Member Secretary.

The above Committee will steer the Department of Civil Supplies and Consumer Affairs, Government of Goa to monitor/supervise and co-ordinate an effective mechanism for implementation of distribution of fortified rice under TPDS and other Welfare Schemes including TPDS/ICDS/PM-POSHAN.

The Committee shall meet every quarterly in a year.

This issues with the approval of the Government vide U. O. No. 889 dated 14-02-2023.

By order and in the name of the Governor of Goa.

Sd/- Director (Civil Supplies and Consumer Affairs) & ex officio Jt. Secretary.

Panaji, 20th February, 2023.



Department of Co-operation
Office of the Asstt. Registrar of Co-operative Societies

Order

No. 2-22/16-17/ARPZ/Cons/ADM/1861

Read: Order No. 2-13/11-12/ARPZ/Cons/Reg./1156 dated 19-01-2016.

The appointment of Shri Santosh V. Naik, Jr. Auditor/Jr. Inspector, Office of the Asstt. Registrar of Co-op. Societies, Ponda Zone, Ponda-Goa as an Administrator of Mahadev Consumer Co-operative Society Ltd., Kharwada, Undir, Ponda-Goa, which was initially made for a period of 6 months vide read order is hereby extended with retrospective effect from 19-06-2016 until further orders.

Rest all the other contents of the order remain unchanged. The above extension order has been issued in terms of delegation of power vide Notification dated 30-09-2020.

Sangita S. Naik, Co-operative Officer/Special Auditor (Co-op. Societies), Ponda Zone.

Ponda, 20th February, 2023.

Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Shree Ram Residency Co-operative Housing Maintenance Society Ltd., Nagzhar, Curti"-Goa is registered under code symbol No. RCSPZ2022-230025.

Pankaj V. Marathe, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 13th February, 2023.

Certificate of Registration

"Shree Ram Residency Co-operative Housing Maintenance Society Ltd., Nagzhar, Curti"-Goa has been registered on 13-02-2023 and its bears registration code symbol No. RCSPZ2022-230025 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Pankaj V. Marathe, Asst. Registrar (Co-operative Societies), Ponda Zone.

Ponda, 13th February, 2023.

Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Charvi Reemz Co-operative Housing Maintenance Society Limited, Anjuna, Bardez-Goa 403509 Charvi Reemz, Anjuna, Bardez, Goa 403509"-Goa is registered under code symbol No. RCSNZ2022-230031.

Harish S. Naik, Asst. Registrar (Co-operative Societies), North Zone.

Mapusa, 23rd February, 2023.

Certificate of Registration

"The Charvi Reemz Co-operative Housing Maintenance Society Limited, Anjuna, Bardez-Goa 403509, Charvi Reemz, Anjuna, Bardez, Goa 403509"-Goa has been registered on 23-02-2023 and its bears registration code symbol No. RCSNZ2022-230031 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Harish S. Naik, Asst. Registrar (Co-operative Societies), North Zone.

Mapusa, 23rd February, 2023.

Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Shrisandipak Plaza III Co-operative Housing Maintenance Society Limited, S. No. 45/3, Plot No. C, IDC Road, Bicholim-Goa"-Goa is registered under code symbol No. RCSBZ2022-230007.

Mahadev N. Kalangutkar, Asstt. Registrar (Co-operative Societies), Bicholim Zone.

Sanquelim, 20th February, 2023.

Certificate of Registration

"Shrisandipak Plaza III Co-operative Housing Maintenance Society Limited, S. No. 45/3, Plot No. C, IDC Road, Bicholim-Goa"-Goa has been registered on 20-02-2023 and its bears registration code symbol No. RCSBZ2022-230007 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Mahadev N. Kalangutkar, Asstt. Registrar (Co-operative Societies), Bicholim Zone.

Sanquelim, 20th February, 2023.

Notification

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Aditya Harmony Co-op. Housing Maintenance Society Ltd., Madel Tivim, Bardez-Goa 403502"-Goa is registered under code symbol No. RCSNZ2022-230029.

Harish S. Naik, Asstt. Registrar (Co-operative Societies), North Zone.

Mapusa, 20th February, 2023.

Certificate of Registration

"Aditya Harmony Co-op. Housing Maintenance Society Ltd., Madel Tivim, Bardez-Goa 403502"-Goa has been registered on 20-02-2023 and its bears registration code symbol No. RCSNZ2022-230029 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Harish S. Naik, Asstt. Registrar (Co-operative Societies), North Zone.

Mapusa, 20th February, 2023.

Department of Education, Art and Culture

Directorate of Higher Education

Order

No. 8/5/2012-DHE/Vol-I/37491

Government is pleased to transfer Mr. Evereth Denis Fernandes, Assistant Professor in History, Government College of Arts, Science and Commerce, Sanquelim to Government College of Arts, Science and Commerce, Quepem-Goa under Directorate of Higher Education with immediate effect in public interest.

By order and in the name of the Governor of Goa.

Smt. Avelina D'sa E Pereira, Under Secretary (Higher Education).

Porvorim, 23rd February, 2023.

Order

No. ACADIII/GC/FILLING.ASSTPROF/115/2018/ /PART/37525

Read: Memorandum No. ACADIII/GC/FILLING OF POST REGULAR/98/2021/PART-I/20993 dated 06-12-2022.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/78(26)/2020/302 dated 20-10-2022, Government is pleased to appoint Mr. Noel Sevrito Goes to the post of Assistant Professor in History (OBC) in the Government College of Arts, Science and Commerce, Sanquelim-Goa under Directorate of Higher Education on temporary basis in the UGC Pay Scale Matrix Level 10 with immediate effect, and as per the terms and conditions contained in the Memorandum cited above. He shall be on probation for a period of two years.

Mr. Noel Sevrito Goes has been declared medically fit by the Medical Board. The character and antecedents have been verified by the Addl. Collector & ADM, South Goa, Margao and nothing adverse has been reported against him.

He shall draw his salary against the newly created post vide Order No. 1/5/2017-DHE/1024 dated 07-06-2018.

By order and in the name of the Governor of Goa.

Avelina D'sa E Pereira, Under Secretary (Higher Education).

Porvorim, 24th February, 2023.

Department of Home
Foreigners and Citizenship Division

Notification

No. 6/2/2011-HD(F&CD)/HAJ/91

Read: Notification No. 6/2/2021-HD(F&CD)/HAJ/75 dated 13-02-2023.

In exercise of the powers conferred by sub-section (1) of Section 17 read with Section 18 of the Haj Committee Act, 2002 (Central Act No. 35 of 2002), and in supersession of the Notification No. 6/2/2021-HD(F&CD)/HAJ/75 dated 13-02-2023, the Government of Goa hereby re-constitutes the Goa State Haj Committee, comprising of the following members, namely:-

1. Shri Urfan Mulla	— Chairman.
2. Shri Sanveer Sadekar	— Member.
3. Shri Amin Khan	— Member.
4. Smt. Shaizin Sheikh	— Member.
5. Shri Murtuza Kuknoor	— Member.
6. Shri Mulla Hussain Muzawar	— Member.
7. Shri Sheikh Abdul Aziz	— Member.
8. Shri Munaf Abdul Shaikh	— Member.
9. Shri Riyaz Shah	— Member.
10. Shri Mehboob Thakkar	— Member.
11. Shri Sajid Desai	— Member.
12. Shri Maula Ali Shaikh	— Member.
13. Shri Nazir Sheikh	— Member.
14. Shri Sheikh Abdul Aiyaz	— Member.
15. Shri Samir Palledar	— Member.
16. Under Secretary (Home)	— Member Secretary.

The term of the above Committee shall be for a period of three years commencing on the day following the publication of this Notification in the Official Gazette.

By order and in the name of the Governor of Goa.

Vivek K. Naik, Under Secretary (Home-II).

Porvorim, 22nd February, 2023.

Department of Labour

Notification

No. 28/02/2023-LAB/134

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 03-02-2023 in Ref. No. IT/02/2021 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).
Porvorim, 17th February, 2023.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/02/2021

The Managing Director,
Hotel Ramada Caravela Beach Resort,
Varca Beach,
Salcete-Goa Employer/Party-I.

V/s

Workmen,
Rep. by the President,
Ramada Renaissance Resort
Employees Union
Varca, Fatrade,
(Varca Beach), Salcete-Goa Workmen/Party-II.

Employer/Party I represented by Learned Advocate
Shri Rishi Ashok.

Workmen/Party II represented by Learned Advocate
Shri Suhaas Naik.

AWARD

(Delivered on this the 3rd day of the month of February of the year 2023)

By Order dated 21-12-2020, bearing No. 28/6/2020-LAB/1120, the Government of Goa in exercise of powers conferred by Section 10(1)(d) of the Industrial Disputes Act, 1947 (for short 'The Act'), has referred the following dispute to this Tribunal for adjudication:-

"(1) Whether the following demands raised by the management of M/s. Ramada Caravela Beach Resort, Varca Beach, Salcete, Goa, are legal and justified?

CHARTER OF DEMANDS

DEMAND No. 1 OPERATIVE PERIOD OF SETTLEMENT:

The operative period of this settlement has to be for a period of 5 years or the same needs to be adjusted to the financial year for all administrative purposes that is for 50 months to end on 31st March, 2017.

DEMAND No. 2 TIPS:

Existing practice of Tips distribution to be continued.

DEMAND No. 3 APPRECIATION OF DEDICATED SERVICES & NEW YEAR GIFT:

Appreciation of dedicated services will be extended to an employee at the discretion of the management and on successful completion of every 5 years on a milestone basis (that is 5, 10, 15, 20 and so on) and not every year, as is the standard industry practice. New Year Gifts to the employees shall be given at the management's discretion.

DEMAND No. 4 SHIFT ROTATION:

All employees will be rostered to work in all shifts as and when required. No employee shall refuse the same, for smooth flow of operations.

DEMAND No. 5 PRIVILEGE LEAVE:

Current practice of 22 days leave will be reduced to 20 days from which a minimum of 60% of PL should be availed per annum; accumulation limit will be reduced to 50 days. It is advised that all employees need to take quality time off considering work life balance and avail leaves as per the pre-determined yearly leave plan.

DEMAND No. 6 LEAVE ENCASHMENT:

Only PL will be encashed during the separation, no other leave will be encashed or adjusted. Casual leave encashment will discontinue, as CL is extended for any urgent domestic work that may arise during the year. This is as per the industry standards. The management urges the employees to utilize the CL during the applicable period.

DEMAND No. 7 BEREAVEMENT LEAVE:

The current practice of 4 days bereavement leave will be as per the standard industry practice.

DEMAND No. 8 PATERNITY LEAVE:

The current practice of 1 day Paternity Leave will be discontinued in view of the privilege leave.

DEMAND No. 9 HOLIDAYS:

All employees will be entitled to 10 days holidays; employees should choose any 5 festival holidays from the 15 declared by the management. Employees will

get the benefits as per Shops and Establishment Act for working on the 5 National/State holidays. No compensation or comp off will be given for not availing the festival holidays from the 15 declared.

This is being done to benefit the employees of all religions/caste/creed. No employee will get any compensatory off if his/her off falls on a public holiday.

DEMAND No. 10 ATTENDANCE LINKED INCENTIVE:

Attendance linked incentive will be added as per the previous settlement but not encashed. The practice of calculating on actual working day will continue.

DEMAND No. 11 CAFETERIA:

Due to increase in the price of commodities, the management will increase the cafeteria food deduction from present Rs. 150/- to Rs. 520/- per person per month, as per the minimum wage notification dated 14th March, 2013, and will be subject to revision based on the notifications released by the Government from time to time and as is applicable to the unit.

DEMAND No. 12 MEDICAL ALLOWANCE:

Those employees who are out of ESIC coverage under the Mediclaim Scheme and cost of the same will be shared between the employees and the management on an equal basis that is 50%:50%. Mediclaim Scheme will be discontinued if the employee falls again under the purview of ESIC scheme for whatever reasons.

DEMAND No. 13 FIXED DEARNESS ALLOWANCE & CITY COMPENSATORY ALLOWANCE:

Separate components for FDA and CCA to be discontinued. FDA will be merged with VDA and CCA with HRA/Performance Allowance. This is being done to simplify the payroll process.

DEMAND No. 14 GENERAL TERMS AND DISCIPLINE:

- All employees will be required to go through frisking by the security personnel (DFMD).
- All staff once in a year shall produce police verification certificate irrespective of number of years of service.
- All employees have to update their photographs, signature and current address with the HR.
- Staff will not use the staff coach other than for commuting to work and other designated official purposes.

- Staff will not be allowed to carry more than Rs. 1,000/- INR. Any one carrying more than Rs. 1,000/- will have to declare the same at security. Staff also should not carry any foreign currency in any denomination. Any tips from the guest to an employee shall be duly routed through and authorized by the department Head.
- All guest belongings found by any employee shall be deposited with the appropriate authority within $\frac{1}{2}$ hour of finding, failing which it will be considered as theft and misconduct.
- Employees found sleeping on duty will be marked absent for the day and if the occasion is repeated the person will be marked absent for 2 days.
- Policy on Sexual Harassment circulated is deemed to be incorporated in Service Rules.
- The Union shall not support or aide any willful loss/damage caused to the company and disobedience of the law and reasonable orders by the workmen.

DEMAND No. 15 TRAINING AND DEVELOPMENT:

The Management strongly believes in the fact that efficient and appropriate training is necessary for both personal and professional growth and development of its employees. All employees shall compulsorily attend any or all training sessions as scheduled.

DEMAND No. 16 DEVELOPMENT/GROWTH AND MULTI-SKILLING:

In the interest of the organization and its development, the management will introduce multi-skilling schemes for which the Union and the workmen will extend their co-operation. Necessary training for multi-skilling will be imparted by the management. Multi-skilling will be for optimum utilization of manpower and for giving benefits and promotional opportunities to the staff to higher categories. Any Union member who is proposed at any level he/she shall not refuse the same.

DEMAND No. 17 PAYMENT FOR WORKING ON HOLIDAYS:

Employees will get the following if they are called for work on the National/State declared holidays—Days Wage + OT + Comp off.

DEMAND No. 18 RETIREMENT AGE:

The employee shall qualify for retirement on attaining the age of 55 years and shall be extended up to the age of 58 years; subject to physical and

mental ability, efficiency and capacity to work in the position in which workman is working.

DEMAND No. 19 VOLUNTARY RETIREMENT SCHEME:

The Management will shortly announce a Voluntary Retirement Scheme (VRS). The scheme will not be extended to all staff.

DEMAND No. 20 UPGRADATION OF PRODUCT:

The management strongly believes in the upgradation of product and services for its healthy survival in this competitive market. Hence, all staff should necessarily and whole heartedly co-operate with the management, during renovation or up gradation of the property and the product or any such demanding situations.

DEMAND No. 21 SCHOLARSHIP:

The present practice of scholarship scheme will be discontinued.

DEMAND No. 22 EMPLOYEE WELFARE:

The Union Committee shall initiate and actively participate in organizing activities like Staff day, Welfare, Sports and alike in co-ordination with HR.

DEMAND No. 23 HANDBOOK/SERVICE/HOUSE RULES:

The Management shall update/upgrade/revise the existing Handbook/Service/House Rules/ Standing Orders presently applicable to all staff.

DEMAND No. 24 JOB DESCRIPTIONS:

The Management will also provide with the job descriptions to all staff to have better clarity on their job roles and expectations, which will be amended from time to time.

DEMAND No. 25: What is signed and agreed upon at any time will not be re-discussed and will form part of the agreement.

(2) *If answer to issue No. (1) is in negative, then, what relief the management of M/s Ramada Caravela Beach Resort, Varca Beach, Salcete, Goa is entitled to?"*

2. During the course of proceedings, the Parties have filed Memorandum of Settlement dated 27-12-2022 (Exhibit 7 Colly).

3. The terms of Settlement are as follows:

- I. That the operative period of the settlement will be for a period from 01-02-2013 to 31-03-2017.
- II. An average increase of Rs. 3,834/- per month will be paid to all the employees w.e.f. February 1, 2013 for the above period of Charter of Demands. The amount of Rs. 3,834/- will be total

Cost to Company (CTC) inclusive of all perquisites. As mutually discussed and agreed, the arrears of the said increase shall be paid to the workmen as an 'Ex-Gratia'.

- III. That the Employer Company shall pay a Net Ex-gratia amount to the respective employees on the basis of their attendance, absenteeism, Staff Cafeteria, Employer and Employee PF Contributions, Gratuity, etc. The details of the Ex-gratia amount payable to the respective employees, net of adjustments, from 01-02-2013 to 31-03-2017 and running arrears upto 31-03-2022 is shown in the Annexure-A to the settlement.
- IV. Adjustment of Staff Cafeteria: As mutually agreed by and between the Parties, the staff cafeteria monthly adjustment per Workman that was Rs. 150/- per Workman per month in the years 2009 to 2013, has been increased to a total of Rs. 250/- per month (an increase of Rs. 100/- per month per Workman), from the month of February, 2013.

In accordance with the above, a lump sum amount has been adjusted from all the Workmen effective from 01-02-13 to 31-03-2022 and this is reflected in the calculations of Annexure A.

Deductions: As mutually agreed by and between the Parties, it is agreed that the certain Cost to Company elements are adjusted against the average CTC of Rs. 3834/- per month, and the same shall be adjusted from the Ex-gratia amount on a pro-rata basis.

- V. That on receipt of the aforesaid amount, the Union shall file pursis before the Industrial Tribunal that they have received the entire dues arising out of the said Charter of Demands to their fullest satisfaction and nothing more is due and nothing more is payable at any point in time to the employees who are members of the Union.

- VI. That the Union and its Office-bearers/ /Members who are the signatories to the settlement confirms that they are in receipt of the amount as specified in Annexure-A, and to the settlement in Full and Final terms. The employees confirm that they have settled all the issues raised in their Charter of Demands amicably outside the Court and none of the employees/the Union shall have any right or claim, to raise any dispute against the employer Company before any authority or Court of law in respect of the Charter of Demands or any other case in the future.

VII. It is further agreed that since the aforesaid amount is a running additional amount to the salary of the employees, the Employer has agreed to pay arrears for a period from 01st April, 2017 to 31st March, 2022. A separate chart showing the arrears of Wages for 110 Months' period is at 'Annexure A' to the settlement.

VIII. It is further accepted, understood and admitted by the Union and its members that they are in receipt of financial benefits and upgradation as per the Charter of Demands for a period from February, 2013 to 31st March, 2017. In addition to the said arrears the Employer Company also paid the said increased amount from 01st April, 2017 to 31st March, 2022, (Total 110 Months) thus taking full effect and benefit out of the said Charter of Demands.

IX. That both the Parties agree to file the present settlement before the Industrial Tribunal in reference Case No. IT/14 of 2017 and IT/36/ /2013 to pray for an appropriate Award in terms of the present settlement.

X. It has been further agreed between the Parties that the Union/Workmen shall accept the offer of the Management as per the notice dated 10-08-2012 and apply for Privilege Leave for 50% of the days and it shall be deemed to have sanctioned by the Management/Leave sanctioning authority and the Management shall pay salary in full. If the Leave is not applied for the said period, the Management shall pay salary for only 50% of the days. Thus, the pending dispute in respect of claim towards lockdown period for 10 days is amicably resolved by this term. Inter alia, the Parties abovenamed shall file pursis before the Industrial Tribunal to pass an appropriate Award in reference IT/36 of 2013 in terms of the present settlement.

XI. The Union/Office bearers/Workman declare that they shall not raise any claim, contention, complaint, dispute, agitation or petition before any Authority or Court of Law in respect of the subject matter of these settlements and shall not raise any financial liability or disputes with the Employer Company in whatsoever manner in view of the present settlement.

XII. As and when the Code of Wages/new laws/ /new regulations come into force, both the Parties agree that they will abide by the same, including restructuring of wages and the Union/Office bearers/Workmen shall not raise

any dispute, claim of any financial nature. The Union/Workmen who sign this settlement, hereby unconditionally agree that the Management of the Hotel and the Company will have the unfettered rights to restructure, amend, modify and ratify the existing wage structure and related components and overall framework, to suit the new rules and laws that will come into force in the future.

XIII. It is agreed, understood, accepted by and between the Parties that by executing these settlements, the Union/Workmen shall not raise any demands or claims or contentions or disputes for monetary benefits and any other benefits, as agreed in the present settlement, in the future.

XIV. It is further agreed, understood and admitted by and between the Parties that the Union/Workmen and Management shall continue to keep amicable relations, with no disruptive activities towards the Hotel guests and no activities that could potentially harm the reputation of the Hotel and Management and the Company, for better industrial relations, peace and harmony.

XV. It is agreed by and between the Parties that till the execution of the next settlement in respect of any Charter of Demands, the Union/Workmen shall not indulge in any sort of illegal practices or resort to any strike or agitation causing any loss to the Company in any manner.

XVI. That, the Wage Scale, Increment, Break-up of increased wages, Leave Benefits and other Service conditions are annexed hereto and marked it as 'Annexure B' to this settlement forming part and parcel of this Agreement.

General Terms and Conditions:

- (i) The Union/Workmen appreciate that in order to improve the competitive status of products and profitability, it is necessary for the Company to utilize its resources effectively including continual updating of technology, for this purpose the Workmen agree to co-operate with the Management to achieve improved efficiency and productivity.
- (ii) The Union/Workmen assure full co-operation in elimination of wasteful practices.
- (iii) The Union/Workmen agree to give full co-operation to the Management in the maintenance of discipline, reduction of absenteeism and adhering to good service practices and safety regulations. That the age of retirement of the employees shall continue to be 58 years as per prevailing practice.

(iv) It is agreed that the Management, the Union/Workmen undertake to maintain good industrial relations and further agree not to support or indulge in any unfair labour practices and whenever differences/disputes arise, the same shall be resolved in a peaceful and legitimate democratic process through mutual discussions and/or recourse to the legal machinery provided under the law.

(v) The Management has during the course of the negotiations put forward various suggestions/concerns in improving the productivity, and reducing the cost, maintain discipline and favourable environment which in turn shall increase productivity. The Union/Workmen have agreed to co-operate with the Management on all these matters which will increase the productivity and it will be beneficial to both the Employer and the Employees.

(vi) It is agreed that the Union/Workmen will wholeheartedly co-operate to support any Department in the course of busy operations as per the Cross-support Incentive Initiative of the Hotel without changing their existing service conditions.

(vii) It is agreed that the Union/Workmen will be open to partake in the Cross-training exercises and the Union/Workmen will accept two different roles in two different Departments based on the needs of the Hotel Operations, market conditions and industry trends. It is compulsory that the majority of the Workmen shall undergo training and shall develop multi-tasking abilities to handle the work of all departments without changing their existing service conditions.

(viii) It is agreed between the Parties that the terms and conditions of the services which are not specifically altered by this settlement shall continue to be in force.

(ix) It is agreed by the Workmen and the Union that an amount of Rs. 5,000/- will be deducted at source from the arrears payable to the member Workmen, who are the beneficiaries of the Settlement, as an authorized Union deduction/fee and the same shall be disbursed by the Management to the AITUC by way of a crossed cheque in favour of AITUC, within 2 weeks of signing of the settlement.

(x) The following acts and omissions shall be treated as misconduct:

- (a) Willful insubordination or disobedience, whether alone or in combination with others,

to any lawful and reasonable order of a superior.

(b) Theft, fraud or dishonesty in connection with the employer's business or property.

(c) Willful damage to or loss of employer's goods or property.

(d) Taking or giving bribes or any illegal gratification.

(e) Habitual absence without leave or absence without leave for more than 10 days.

(f) Habitual late attendance.

(g) Habitual breach of any law applicable to the establishment.

(h) Riotous or disorderly behaviours during working hours at the establishment or any act subversive of discipline.

(i) Habitual negligence or neglect of work.

(j) Frequent repetition of any act or omission for which a fine may be imposed to a maximum of 2 per cent of the wages in a month.

(k) Striking work or inciting others to strike work in contravention of the provision of any law, or rule having the force of law.

(l) Any act of Sexual Harassment will be subject to strict disciplinary action as provided by the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

(xi) The Union and the Office bearers are bound by the confidentiality and data protection (as per the GDPR policy of the Company), which has been accessed by them during their normal course of duties/responsibilities and any breach of confidentiality and data protection will be subject to disciplinary action.

(xii) It is agreed by and between the Parties that the existing practice and service conditions shall remain unchanged.

4. The Memorandum of Settlement (Exh. 7 Colly) has been signed by Mr. Sundar G. Advani (Chairman and Managing Director of Party I), Prahlad S. Advani (Chief Executive Officer of Party I), Prasad Kanoth (Vice President of Party I), Sourav Panchanan (General Manager of Party I), Ajay Vichare (Chief Financial Officer of Party I), Ranell Gomes (Asst. Manager-HR of Party I), Mr. R. D. Mangueshkar (Deputy General Secretary, AITUC), Mr. Suhaas Naik (Secretary-AITUC), Marcelino Fernandes (President, Ramada Renaissance Resort Employees Union), Joao Anselmo

Fernandes (General Secretary, Ramada Renaissance Resort Employees Union), Inacio Gomes (Vice President, Ramada Renaissance Resort Employees Union), Minguel Cardozo (Joint Secretary, Ramada Renaissance Resort Employees Union) and Angela D'Cruz (Joint Treasurer, Ramada Renaissance Resort Employees Union).

7. I have gone through the records of the case and the Memorandum of Settlement and I am convinced that the consent terms filed by Parties are just and fair and are in the interest of the Employer (Party I) and the workmen (Party II) and therefore, the same are accepted.

Hence, I pass the following Order:

ORDER

1. The reference in IT/2/2021 stands awarded as per the Memorandum of Settlement filed by both the Parties at Exhibit 7 Colly.

The terms of Settlement are as hereunder:

I. That the operative period of the settlement will be for a period from 01-02-2013 to 31-03-2017.

II. An average increase of Rs. 3,834/- per month will be paid to all the employees w.e.f. February 1, 2013 for the above period of Charter of Demands. The amount of Rs. 3,834/- will be total Cost to Company (CTC) inclusive of all perquisites. As mutually discussed and agreed, the arrears of the said increase shall be paid to the workmen as an 'Ex-Gratia'.

III. That the Employer Company shall pay a Net Ex-gratia amount to the respective employees on the basis of their attendance, absenteeism, Staff Cafeteria deduction, Employer and Employee share of PF contributions, Gratuity, etc. The details of the Ex-gratia amount payable to the respective employees, net of adjustments, from 01-02-2013 to 31-03-2017 and running arrears upto 31-03-2022 is shown in the Annexure-A to the settlement.

IV. Adjustment of Staff Cafeteria: As mutually agreed by and between the Parties, the staff cafeteria monthly adjustment per Workman that was Rs. 150/- per Workman per month in the years 2009 to 2013, has been increased to a total of Rs. 250/- per month (an increase of Rs. 100/- per month per Workman), from the month of February, 2013.

In accordance with the above, a lump sum amount has been adjusted from all the Workmen effective from 01-02-13 to 31-03-2022 and this is reflected in the calculations of Annexure A.

Deductions: As mutually agreed by and between the Parties, it is agreed that the certain Cost to Company elements are adjusted against the average CTC of Rs. 3834/- per month, and the same shall be adjusted from the Ex-gratia amount on a pro-rata basis.

V. That on receipt of the aforesaid amount, the Union shall file pursis before the Industrial Tribunal that they have received the entire dues arising out of the said Charter of Demands to their fullest satisfaction and nothing more is due and nothing more is payable at any point in time to the employees who are members of the Union.

VI. That the Union and its Office-bearers/Members who are the signatories to the settlement confirms that they are in receipt of the amount as specified in Annexure-A, and to the settlement in Full and Final terms. The employees confirm that they have settled all the issues raised in their Charter of Demands amicably outside the Court and none of the employees/the Union shall have any right or claim, to raise any dispute against the employer Company before any authority or Court of law in respect of the Charter of Demands or any other case in the future.

VII. It is further agreed that since the aforesaid amount is a running additional amount to the salary of the employees, the Employer has agreed to pay arrears for a period from 01st April, 2017 to 31st March, 2022. A separate chart showing the arrears of Wages for 110 Months' period is at 'Annexure A' to the settlement.

VIII. It is further accepted, understood and admitted by the Union and its members that they are in receipt of financial benefits and upgradation as per the Charter of Demands for a period from February, 2013 to 31st March, 2017. In addition to the said arrears the Employer Company also paid the said increased amount from 01st April, 2017 to 31st March, 2022 (Total 110 Months) thus taking full effect and benefit out of the said Charter of Demands.

IX. That both the Parties agree to file the present settlement before the Industrial Tribunal in reference Case No. IT/14 of 2017 and IT/36/2013 to pray for an appropriate Award in terms of the present settlement.

X. It has been further agreed between the Parties that the Union/Workmen shall accept the offer of the Management as per the notice dated 10-08-2012 and apply for Privilege Leave for 50% of the days and it shall be deemed to have

sanctioned by the Management/Leave sanctioning authority and the Management shall pay salary in full. If the Leave is not applied for the said period, the Management shall pay salary for only 50% of the days. Thus, the pending dispute in respect of claim towards lockdown period for 10 days is amicably resolved by this term. Inter alia, the Parties abovenamed shall file pursis before the Industrial Tribunal to pass an appropriate Award in reference IT/36 of 2013 in terms of the present settlement.

XI. The Union/Office bearers/Workman declare that they shall not raise any claim, contention, complaint, dispute, agitation or petition before any Authority or Court of Law in respect of the subject matter of these settlements and shall not raise any financial liability or disputes with the Employer Company in whatsoever manner in view of the present settlement.

XII. As and when the Code of Wages/new laws/new regulations come into force, both the Parties agree that they will abide by the same, including restructuring of wages and the Union/Office bearers/Workmen shall not raise any dispute, claim of any financial nature. The Union/Workmen who sign this settlement, hereby unconditionally agree that the Management of the Hotel and the Company will have the unfettered rights to restructure, amend, modify and ratify the existing wage structure and related components and overall framework, to suit the new rules and laws that will come into force in the future.

XIII. It is agreed, understood, accepted by and between the Parties that by executing these settlements, the Union/Workmen shall not raise any demands or claims or contentions or disputes for monetary benefits and any other benefits, as agreed in the present settlement, in the future.

XIV. It is further agreed, understood and admitted by and between the Parties that the Union/Workmen and Management shall continue to keep amicable relations, with no disruptive activities towards the Hotel guests and no activities that could potentially harm the reputation of the Hotel and Management and the Company, for better industrial relations, peace and harmony.

XV. It is agreed by and between the Parties that till the execution of the next settlement in respect of any Charter of Demands, the Union/Workmen shall not indulge in any sort of illegal practices or resort to any strike or agitation causing any loss to the Company in any manner.

XVI. That, the Wage Scale, Increment, Break-up of increased wages, Leave Benefits and other Service conditions are annexed hereto and marked it as 'Annexure B' to this settlement forming part and parcel of this Agreement.

General Terms and Conditions:

- (i) The Union/Workmen appreciate that in order to improve the competitive status of products and profitability, it is necessary for the Company to utilize its resources effectively including continual updating of technology, for this purpose the Workmen agree to co-operate with the Management to achieve improved efficiency and productivity.
- (ii) The Union/Workmen assure full co-operation in elimination of wasteful practices.
- (iii) The Union/Workmen agree to give full co-operation to the Management in the maintenance of discipline, reduction of absenteeism and adhering to good service practices and safety regulations. That the age of retirement of the employees shall continue to be 58 years as per prevailing practice.
- (iv) It is agreed that the Management, the Union/Workmen undertake to maintain good industrial relations and further agree not to support or indulge in any unfair labour practices and whenever differences/disputes arise, the same shall be resolved in a peaceful and legitimate democratic process through mutual discussions and/or recourse to the legal machinery provided under the law.
- (v) The Management has during the course of the negotiations put forward various suggestions/concerns in improving the productivity, and reducing the cost, maintain discipline and favourable environment which in turn shall increase productivity. The Union/Workmen have agreed to co-operate with the Management on all these matters which will increase the productivity and it will be beneficial to both the Employer and the Employees.
- (vi) It is agreed that the Union/Workmen will wholeheartedly co-operate to support any Department in the course of busy operations as per the Cross-support Incentive Initiative of the Hotel without changing their existing service conditions.
- (vii) It is agreed that the Union/Workmen will be open to partake in the Cross-training exercises and the Union/Workmen will accept two different roles in two different Departments based on the needs of the Hotel Operations, market conditions and industry trends. It is compulsory that the majority of the Workmen shall undergo training and shall develop multi-tasking abilities to handle the work of all departments without changing their existing service conditions.
- (viii) It is agreed between the Parties that the terms and conditions of the services which are not specifically altered by this settlement shall continue to be in force.
- (ix) It is agreed by the Workmen and the Union that an amount of Rs. 5,000/- will be deducted at source from the arrears payable to the member Workmen, who are the beneficiaries of the Settlement, as an authorized Union deduction/fee and the same shall be disbursed by the Management to the AITUC by way of a crossed cheque in favour of AITUC, within 2 weeks of signing of the settlement.
- (x) The following acts and omissions shall be treated as misconduct:
 - (a) Willful insubordination or disobedience, whether alone or in combination with others, to any lawful and reasonable order of a superior.
 - (b) Theft, fraud or dishonesty in connection with the employer's business or property.
 - (c) Willful damage to or loss of employer's goods or property.
 - (d) Taking or giving bribes or any illegal gratification.
 - (e) Habitual absence without leave or absence without leave for more than 10 days.
 - (f) Habitual late attendance.
 - (g) Habitual breach of any law applicable to the establishment.
 - (h) Riotous or disorderly behaviours during working hours at the establishment or any act subversive of discipline.
 - (i) Habitual negligence or neglect of work.
 - (j) Frequent repetition of any act of omission for which a fine may be imposed to a maximum of 2 per cent of the wages in a month.
 - (k) Striking work or inciting others to strike work in contravention of the provision of any law, or rule having the force of law.

(l) Any act of Sexual Harassment will be subject to strict disciplinary action as provided by the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

(xi) The Union and the Office bearers are bound by the confidentiality and data protection (as per the GDPR policy of the Company), which has been accessed by them during their normal course of duties/responsibilities and any breach of confidentiality and data protection will be subject to disciplinary action.

(xii) It is agreed by and between the Parties that the existing practice and service conditions shall remain unchanged.

2. No orders as to costs.

3. Inform the Government accordingly.

Sd/-

(Anil Scaria)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Annexure-A

LIST OF ARREARS FOR CHARTER OF DEMAND FOR THE PERIOD FEBRUARY 1, 2013 TO MARCH 31, 2017 AND THE RUNNING ARREARS OF THE SAME TILL MARCH 31, 2022

Emp. Code	Name of the Employee	Amount payable from 01-02-2013 to 31-03-2022	No. of days (During February, 2013 to March, 2022)	No. of days of absenteeism	No. of days (paid for)	Reduction towards absenteeism	Amount payable from 01-02-2013 to 31-03-2022 based on attendance	Employer Contribution for PF	Employee Contribution for PF	PF Contribution (Employer + Employee)	Gratuity	Staff canteena deduction based on attendance	Net Ex-gratia amount payable
1	2	3	4	5	6	7	8	9	10	11	12	13	14
107	MARIO ANTÃO	4,21,740	3346	444	2902	55,963	3,65,777	18,031	18,031	31,277	7,227	9,541	3,17,732
148	THOMAS BAPTISTA	4,21,740	3346	206.5	3139.5	26,028	3,95,712	18,031	18,031	33,837	7,227	10,321	3,44,327
152	FILOMENA RODRIGUES	4,21,740	3346	144.5	3201.5	18,213	4,03,527	18,031	18,031	34,505	7,227	10,525	3,51,270
156	DAMIAO BAPTISTA	4,21,740	3346	206	3140	25,965	3,95,775	18,031	18,031	33,842	7,227	10,323	3,44,383
168	ANJELA D'CRUZ	4,21,740	3346	235	3111	29,620	3,92,120	18,031	18,031	33,530	7,227	10,228	3,41,135
169	CAROLINA BRAGANCA	4,21,740	3346	98	3248	12,352	4,09,388	18,031	18,031	35,006	7,227	10,678	3,56,477
171	RITINA VAZ	4,21,740	3346	214.5	3131.5	27,036	3,94,704	18,031	18,031	33,751	7,227	10,295	3,43,431
205	ANTONIO FERNANDES	4,21,740	3346	241	3105	30,376	3,91,364	18,031	18,031	33,465	7,227	10,208	3,40,464
228	MAIA SUCORINHA BRAGANCA	4,21,740	3346	147	3199	18,528	4,03,212	18,031	18,031	34,478	7,227	10,517	3,50,990
256	LUCIA MILAGRINA BAPTISTA	4,21,740	3346	293.5	3052.5	36,994	3,84,746	18,031	18,031	32,899	7,227	10,035	3,34,585
257	REMEDIANA PEARSON	4,21,740	3346	355	2991	44,745	3,76,995	18,031	18,031	32,236	7,227	9,833	3,27,698
289	PRASAD PHATU SHIRODKAR	4,21,740	3346	855	2491	1,07,767	3,13,973	18,031	18,031	26,847	7,227	8,190	2,71,709
292	LOURENCA SANTANA REBELLO	4,21,740	3346	143.5	3202.5	18,087	4,03,653	18,031	18,031	34,516	7,227	10,528	3,51,382
305	JOAO FERNANDES	4,21,740	3346	285.5	3060.5	35,985	3,85,755	18,031	18,031	32,985	7,227	10,062	3,35,481
315	MINGUEL ARCANJO CARVALHO	4,21,740	3346	14.5	3331.5	1,828	4,19,912	18,031	18,031	35,906	7,227	10,952	3,65,827
319	SHANKAR HANUMANT BOJAR	4,21,740	3346	241	3105	30,376	3,91,364	18,031	18,031	33,465	7,227	10,208	3,40,464
320	JOAO INACIO GOMES	4,21,740	3346	259	3087	32,645	3,89,095	18,031	18,031	33,271	7,227	10,149	3,38,448
321	REMEDIOS MASCARENHAS	4,21,740	3346	138.5	3207.5	17,457	4,04,283	18,031	18,031	34,570	7,227	10,545	3,51,942
327	ROHIDAS NAIK	4,21,740	3346	224.5	3121.5	28,297	3,93,443	18,031	18,031	33,643	7,227	10,262	3,42,312
328	NAMDEO PURSO SUKADKAR	4,21,740	3346	88	3258	11,092	4,10,648	18,031	18,031	35,114	7,227	10,711	3,57,596
331	RAJU PARSEKAR	4,21,740	3346	261.5	3084.5	32,960	3,88,780	18,031	18,031	33,244	7,227	10,141	3,38,168
441	AJIT ZAMBODKAR	4,21,740	3346	186.5	3159.5	23,507	3,98,233	18,031	18,031	34,052	7,227	10,387	3,46,566
455	FABINA FERNANDES	4,21,740	3346	129.5	3216.5	16,323	4,05,417	18,031	18,031	34,667	7,227	10,574	3,52,949
629	CATARINA BRAGANZA	4,21,740	3346	156	3190	19,663	4,02,077	18,031	18,031	34,381	7,227	10,487	3,49,982
657	PIO CARIDADE PEREIRA	4,21,740	3346	229.5	3116.5	28,927	3,92,813	18,031	18,031	33,589	7,227	10,246	3,41,751
659	VAMAN DESSAI	4,21,740	3346	92.5	3253.5	11,659	4,10,081	18,031	18,031	35,065	7,227	10,696	3,57,093
727	MARCELINO FERNANDES	4,21,740	3346	228.5	3117.5	28,801	3,92,939	18,031	18,031	33,600	7,227	10,249	3,41,863
804	SADANAND PANCHAL	4,21,740	3346	106.5	3239.5	13,424	4,08,316	18,031	18,031	34,915	7,227	10,650	3,55,525
862	FLORIANO PIRES	4,21,740	3346	505.5	2840.5	63,715	3,58,025	18,031	18,031	30,614	7,227	9,338	3,10,846
865	VIJAY SINGH RAWAT	4,21,740	3346	197	3149	24,830	3,96,910	18,031	18,031	33,939	7,227	10,353	3,45,391
921	CONSTANCIO VINCENT GOMES	4,21,740	3346	437.5	2908.5	55,144	3,66,596	18,031	18,031	31,347	7,227	9,562	3,18,460
959	AMELIA BRAGANCA	4,21,740	3346	282.5	3063.5	35,607	3,86,133	18,031	18,031	33,018	7,227	10,071	3,35,817
960	GENOVIA PEREIRA	4,21,740	3346	85.5	3260.5	10,777	4,10,963	18,031	18,031	35,141	7,227	10,719	3,57,876
1096	LEO D'COSTA	4,21,740	3346	54.5	3291.5	6,869	4,14,871	18,031	18,031	35,475	7,227	10,821	3,61,348
1109	MILAGRES COSTA	4,21,740	3346	344	3002	43,359	3,78,381	18,031	18,031	32,355	7,227	9,869	3,26,930
1728	SUSHANT ROHIDAS NAIK	4,21,740	3346	230.5	3115.5	29,053	3,92,687	18,031	18,031	33,578	7,227	10,242	3,41,640

Sd/-
(Anil Scaria)
Presiding Officer,
Industrial Tribunal cum Labour Court.

ANNEXURE – B

It is agreed by and between the Parties that the average increase of Rs. 3,834/- CTC per month per Workman for the period from February 01, 2013 to November 30, 2022 subject to further adjustments for the Staff Cafeteria, etc., in emoluments in the salary and other benefits, shall be reflected in their salary slip from 01-12-2022 with the following wage structure:

1. PAY SCALES—Demand No. 1

It has been agreed between the Parties that the pay scales shall be revised as under with prospective effect.

GRADE	REVISED PAY SCALE
I	425-70-775-85-1200-100-1700-115-2275-130- -2925-145-3650-160-4450-175-5325-190-6275- -205-7300-220-8400.
II	475-85-900-100-1400-115-1975-130-2625-145- -3350-160-4150-175-5025-190-5975-205-7000- -220-8100-235-9275.
III	550-100-1050-115-1625-130-2275-145-3000-160- -3800-175-4675-190-5625-205-6650-220-7750- -235-8925-250-10175.
IV	700-115-1275-130-1925-145-2650-160-3450-175- -4325-190-5275-205-6300-220-7400-235-8575- -250-9825-265-11150.
V	800-130-1450-145-2175-160-2975-175-3850-190- -4800-205-5825-220-6925-235-8100-250-9350- -265-10675-280-12075.
VI	940-145-1665-160-2465-175-3340-190-4290-205- -5315-220-6415-235-7590-250-8840-265-10165- -280-11565-295-13040.
SP I	1110-165-1935-180-2835-195-3810-210-4860- -225-5985-240-7185-255-8460-270-9810-285- -11235-300-12735-315-14310.
SP II	1300-185-2225-200-3225-215-4300-230-5450- -245-6675-260-7975-275-9350-290-10800-305- -12325-320-13925-335-15600.

2. ADDITIONAL BASIC PAY—Demand No. 2

Both the Parties have agreed that the Workmen shall be paid Basic pay of Rs. 683/- on notional basis with effect from February 1, 2013 and the new fitted basic shall be the basic wage of the Workmen with effect from April 1, 2022. However, the Workmen shall be given the aforesaid basic wage effective from December 1, 2022.

3. FIXED DEARNESS ALLOWANCE—Demand No. 3

It has been agreed between the Parties that Workmen shall be given additional F.D.A. to the

existing F.D.A. of Rs. 683/- per month effective 01-12-2022 and the same shall be paid on pro-rata basis with arrears from April to November, 2022.

4. VARIABLE DEARNESS ALLOWANCE—Demand No. 4

It has been agreed between the Parties after discussions that the same is mutually settled as dropped by the Workmen. However existing practice of calculation of VDA with the base of 1170 (1960-100) and Rs.1.35 paise per point shall continue.

5. HOUSE RENT ALLOWANCE—Demand No. 5

It has been agreed between the Parties that the additional rise of Rs. 700/- per month shall be given in the existing House Rent Allowance effective from 01-12-2022 and the same shall be paid on pro-rata basis with arrears from April to November, 2022.

6. CITY COMPENSATORY ALLOWANCE—Demand No. 6

It has been agreed between the Parties that the additional rise of Rs. 625/- per month shall be given in the existing City Compensatory Allowance of Rs. 945/- per month effective from 01-12-2022 and the same shall be paid on pro-rata basis with arrears from April to November, 2022.

7. CONVEYANCE ALLOWANCE—Demand No. 7

It has been agreed between the Parties that the additional rise of Rs. 400/- per month shall be given in the existing Conveyance Allowance effective from 01-12-2022 and the same shall be paid on pro-rata basis with arrears from April to November, 2022.

8. LEAVE TRAVEL ALLOWANCE—Demand No. 8

It has been agreed between the Parties that effective from 01-04-2022 Workmen shall be given an increase of Rs. 1,115/- per annum in existing LTA, in addition to what is being paid earlier and the same shall be paid on pro-rata basis.

The Grand total payable under this head after adding the increase of Rs. 1115/- per annum is detailed below:

Grade	LTA payable per year effective 01-04-2022
SPII	Rs. 5365/- (Rs. 4250 + Rs. 1115)
SPI	Rs. 4665/- (Rs. 3550 + Rs. 1115)
VI	Rs. 4365/- (Rs. 3250 + Rs. 1115)
V	Rs. 4065/- (Rs. 2950 + Rs. 1115)
IV	Rs. 3615/- (Rs. 2500 + Rs. 1115)
I to III	Rs. 3115/- (Rs. 2000 + Rs. 1115)

9. CASH HANDLING ALLOWANCE—Demand No. 9

It has been agreed between the Parties that the existing practice of cash handling allowance of Rs. 500/- shall continue. This shall be applicable to only the staff handling cash in transit for bank deposits/withdrawals.

10. OUTDOOR DUTY ALLOWANCE—Demand No. 10

It has been agreed between the Parties after discussions that the same is mutually settled and dropped in entirety by the Workmen and nothing is due and payable under this demand at any point of time.

11. SERVICE CHARGES—Demand No. 11

It has been agreed between the Parties after discussions that the same is mutually settled and dropped in entirety by the Workmen and nothing is due and payable under this demand at any point of time.

12. MEDICAL ALLOWANCE—Demand No. 12

It has been agreed between the Parties that those who are not covered under the ESIC Scheme shall be paid a medical allowance of Rs. 3,000/- per annum to partially cover their medical/Mediclaim policy.

It is clearly understood by and between the parties that the Individual Workmen shall take their own Mediclaim policy and the Company shall not be liable for any medical/Mediclaim policy for the Workmen out of ESIC.

13. PICNIC ALLOWANCE—Demand No. 13

It has been agreed between the Parties that existing practice of payment of Picnic allowance of Rs. 4500/- per Department once a year, including transport cost shall continue. This cannot be applied with retrospective effect, the same will be applicable from April 01, 2022. The unclaimed/unspent amount of Picnic Allowance cannot be carried forward to the next Financial Year.

14. NEW YEAR GIFT—Demand No. 14

It has been agreed between the Parties after discussions that the same is mutually settled as dropped and to be withdrawn from the Labour Office in entirety by the Workmen and nothing is due and payable as new year gift to the Workmen at any point of time.

15. RETIREMENT BENEFIT—Demand No. 15

It is agreed by and between the Parties the prevailing practice of Retirement at the age of 58 years shall continue.

It has been agreed between the Parties that the existing practice of giving Cash Gift of Rs. 5001/- on retirement shall continue.

16. ACCIDENT/INJURY ON DUTY—Demand No. 16

It has been agreed between the Parties that Workmen/Employees who are otherwise not covered under the provisions of the ESIC Act, 1948, shall be covered under the provisions of Employees Compensation Act, 1923 for which purpose, the Company shall cover them by way of Insurance from a suitable Insurance Company for an appropriate coverage under the above Act.

17. APPRECIATION FOR DEDICATED SERVICE—Demand No. 17

It has been agreed between the Parties after discussions that the same is mutually settled as dropped and to be withdrawn from the Labour Office in entirety by the Workmen and nothing is due and payable as an appreciation for dedicated service to the Workmen any more at any point of time.

18. FUNERAL EXPENSES—Demand No. 18

It has been agreed between the Parties that the existing practice of paying Rs. 2500/- shall continue.

19. LOAN FACILITY—Demand No. 19

It has been agreed between the Parties after discussion that the existing facility of availing Festival Loan shall be revised from Rs. 4,000/- to Rs. 5000/- and Loan for House Repairs and Self marriage shall be revised from Rs. 5000/- to Rs. 6000/-. Also the medical emergency loan shall be revised from Rs. 5000/- to Rs. 6000/-, which will be granted on production of proper medical reports. All the above mentioned loans shall be recovered in maximum 5 months. Only 2 employees shall be granted loan per month and the same shall be granted on the recommendation of the Committee Members.

However, the same will strictly depend on the cash/fund flow situation. The following conditions are made explicit:

- a. Marriage Certificate/Invitation Card.
- b. Complete Medical Records/Certificates.
- c. To be applied for at least 15 days in advance except in case of medical emergency.
- d. Only after recovery of one loan the second to be considered.

Advance against salary shall be paid only after 15th of the month and maximum shall be 50% of the gross salary.

20. Untitled—Demand No. 20

It has been agreed between the Parties after discussions that the same is mutually settled as dropped in entirety by the Workmen and nothing is due and payable under this demand at any point of time.

21. Untitled—Demand No. 21

It has been agreed between the Parties after discussions that the same is mutually settled and dropped in entirety by the Workmen and nothing is due and payable under this demand at any point of time.

22. STAFF CAFETERIA

As mutually agreed by and between the Parties, the staff cafeteria monthly adjustment per Workman that was Rs. 150/- per Union Workman per month in the years 2009 to 2013, has been increased to a total of Rs. 250/- (an increase of Rs. 100/- per month per Workman), for the years 2013 to 2017.

In accordance with the above, a lump sum amount has been adjusted from all the Workmen effective from 01-02-2013 to 31-03-2022 and this is reflected in the calculations of Annexure A.

With effect from April 1, 2022 going forward, an amount of Rs. 250/- per Workman will be adjusted each month from each Workman without any exceptions, irrespective of their attendance.

23. LEAVE

It has been agreed between the Parties that except the changes mentioned hereinbelow, the existing practices shall continue.

(i) Encashment of Casual Leave:

It has been agreed between the Parties after discussion that all the Casual Leave shall be availed by the Workman, during the Leave period and casual Leave will not be allowed to be encashed henceforth.

(ii) Bereavement Leave:

It has been agreed between the Parties after discussion that current practice of 4 days Bereavement Leave shall continue. However, henceforth Workmen are entitled to Bereavement

Leave only in case of death of a Father, Mother, Spouse, Son, Daughter, Brother, Sister, Mother-in-Law and Father-in-Law.

In case more than one death occurs in the same year, PL is to be utilized. Additional 4 days will be granted only if the staff member has no Privilege Leave to his credit.

(iii) Paternity Leave:

It has been agreed between the Parties after discussion that Paternity Leave will be limited to 1 day.

(iv) Leave structure for all confirmed Employees will be as per below:

PL – 22 days, carry forward up to 45 days as per the Law.

CL – 9 days, no encashment.

SL – 13 days, carry forward up to 30 days (for those out of ESIC only) & accumulation of a maximum of 24 days for Staff under ESIC.

Public Holidays—10 Days per year.

24. It has been agreed between the Parties after discussions that the Workmen shall accept the offer of the Management as per the notice dated 10-08-2012 and apply for Privilege Leave for 50% of the days and it shall be deemed to have sanctioned by the Managers/Leave sanctioning authority and the Management shall pay salary in full. If the Leave is not applied for the said period, the Management shall pay salary for only 50% of the days.

Sd/-

(Anil Scaria)
Presiding Officer,
Industrial Tribunal and
Labour Court.

Department of Law & Judiciary**Law (Establishment) Division****Order**

No. 8/17/2021-LD(Estt)/Misc-I/321

The Government of Goa is pleased to order the transfer and posting of the following Civil Registrar-cum-Sub Registrars, Group 'B', Gazetted Officers and Upper Division Clerk of Registration Department, with immediate effect:-

Sr. No.	Name of the staff	Present posting	Posted as
1	2	3	4
1.	Shri Arjun Shetye	District Registrar (South) and holding additional charge of Civil Registrar-cum-Sub Registrar, Pernem	To hold additional charge of Civil Registrar-cum-Sub Registrar, Tiswadi in addition to his duties as District Registrar (South) vice Smt. Aarti Parvatkar transferred.

1	2	3	4
2.	Smt. Aarti Parvatkar	Civil Registrar-cum-Sub Registrar, Tiswadi	Jt. Civil Registrar-cum-Sub Registrar-I, Tiswadi thereby relieving Smt. Maria Aquila Araujo of the additional charge of Jt. Civil Registrar-cum-Sub Registrar-I, Tiswadi.
3.	Smt. Prachi Naik	Civil Registrar-cum-Sub Registrar, Headquarters, Panaji	To hold additional charge of Civil Registrar-cum-Sub Registrar, Pernem in addition to her duties as Civil Registrar-cum-Sub Registrar, Headquarters, Panaji.

The above Officers shall draw pay and allowances against their respective transferred posts from the date of taking charge. They shall complete the process of handing over/taking over of charge with immediate effect without fail and submit compliance.

By order and in the name of the Governor of Goa.

Avelina D'Sa e Pereira, Under Secretary (Law-Estt.).

Porvorim, 23rd February, 2023.



Department of Personnel

Order

No. 7/27/2022-PER/484

The Governor of Goa is pleased to transfer and post Ms. Egna Cleetus, IAS (AGMUT:2020), Deputy Collector & SDO-II, Salcete as Deputy Collector & SDO, Ponda, with immediate effect.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 21st February, 2023.

Order

No. 5/2/2017-PER/485

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer of the following Junior Scale Officers of Goa Civil Service, in public interest, with immediate effect:-

Sl. No.	Name of the Officer & present post	Posted as
1	2	3
1.	Shri Suyash V. Sinai Khandeparkar, awaiting posting	Project Officer (DRDA), South.
2.	Ms. Vrushika P. Kauthankar, awaiting posting	Deputy Collector (Revenue), North.
3.	Shri Himanshu R. Patnekar, awaiting posting	Deputy Director, Industries, Trade & Commerce with additional charge of Deputy Director (Admn.), Industries, Trade & Commerce.
4.	Ms. Deepti D. Gaonkar, awaiting posting	Deputy Director (Admn.), Higher Education.
5.	Shri Ishwar M. Madkaikar, awaiting posting	Deputy Collector (Elections), North with additional charge of Deputy Collector (Disaster Management), North.

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1	2	3
6.	Shri Omkar Amar Asolkar, awaiting posting	Deputy Director (Admn.), Animal Husbandry & Veterinary Services.
7.	Shri Naresh Gaude, awaiting posting	Deputy Collector, South-1 with additional charge of Deputy Collector, South-2.
8.	Shri Chandrakant B. Shetkar, Deputy Collector (LA), North holding additional charges of SLAO (PWD), SLAO, National Highway & Deputy Collector (Revenue), North	SLAO (PWD) with additional charge of SLAO, National Highway.
9.	Shri Shivprasad S. Naik, Administrator of Communidade, North Zone	Deputy Collector (LA), North with additional charge of Administrator of Communidade, North Zone.
10.	Shri Pradeep Shankar Naik, Deputy Collector (LA), South	Administrator of Communidade, South Zone.
11.	Shri Antonio Savio Lourenco, Deputy Director (Admn.), AH & VS holding additional charge of Under Secretary to Hon'ble Minister for Fisheries, AH & VS and Factories and Boilers.	Under Secretary to Hon'ble Minister for Fisheries, AH & VS and Factories and Boilers.
12.	Smt. Ashwini Vidwal Bhagat, Deputy Director, Industries, Trade & Commerce holding additional charge of Deputy Director (Admn.), Industries, Trade & Commerce	Assistant Commissioner of Commercial Taxes.
13.	Shri Dattaraj K. Gauns Dessai, Deputy Registrar of Co-operative Societies (Tech.) holding additional charge of Deputy Registrar of Co-operative (Admn.)	Deputy Registrar, Government Polytechnic, Panaji with additional charge of Deputy Director (Admn.), Archaeology.
14.	Shri Ravishekhar G. Nipanikar, Deputy Collector & SDO, Mormugao holding additional charge of Member Secretary, Ravindra Bhavan, Mormugao	Deputy Collector & SDO-II, Salcete.
15.	Shri Bhagwant Anay Karmali, Forest Settlement Officer, South holding additional charges of BDO, Sanguem & Chief Officer, Sanguem Municipal Council	Deputy Collector & SDO, Mormugao with additional charge of Member Secretary, Ravindra Bhavan, Mormugao.
16.	Shri Raghuraj Arun Faldesai, Project Officer, DRDA, South holding additional charge of Deputy Director, Public Grievances	Deputy Collector (LA), South.
17.	Shri Joao B. Fernandes, Administrator of Communidade, South Zone holding additional charge of Chief Officer, Cuncolim Municipal Council	Chief Officer, Cuncolim Municipal Council.
18.	Shri Sitaram Gurudas Sawal, Deputy Collector & SDO, Ponda	Deputy Registrar of Co-operative Societies (Tech.).

Shri Dinesh Pawar, Deputy Director (Admn.), Art & Culture shall hold the charge of Deputy Registrar of Co-operative Societies (Admn.) in addition to his own duties.

Shri Velton P. Tellis, Project Officer, DRDA, North shall hold the charge of Deputy Director, Public Grievances in addition to his own duties.

Shri Girish Sawant, Deputy Director, Apna Ghar shall hold the charge of Deputy Director (Child Welfare), Women & Child Development in addition to his own duties.

Smt. Sharmila U. Gaunkar, Deputy Collector & SDO, Quepem shall hold the charge of Forest Settlement Officer, South in addition to her own duties.

The Officer at Sr. No. 10, shall draw his salary against the post of Leave & Training Reserve until further orders.

The Officers appointed on ex-cadre deputation post shall be governed by the standard terms of deputation.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 21st February, 2023.

Order

No. 15/5/97-PER(Part)/487

Shri Siddesh S. Kerkar, BDO-II, Ponda shall hold the additional charge of BDO, Sanguem with immediate effect until further orders.

This issues on the recommendation of the Goa Services Board.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 21st February, 2023.

Order

No. 7/13/2014-PER/533

Pursuant to Order F. No. 32012/5/2019-IFS-I (AGMUT) dated 17-02-2023 of Ministry of Environment, Forests and Climate Change, Government of India, New Delhi; Shri Dinesh S. Kannan, IFS (AGMUT:2005), Conservator of Forests (Conservation) is relieved from the State Administration w.e.f. 24-02-2023 (a.n.), to join his new place of posting at Andaman & Nicobar Islands.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).

Porvorim, 23rd February, 2023.

◆◆◆
Department of Revenue

Order

No. 22/1/2023-RD(PF)/262

Read: Order No. 28/9/1/2022-RD/1512 dated 14-12-2022.

In continuation to the Order dated 14-12-2022 read above, the Government of Goa is pleased to appoint Advocate Sandesh Padiyar, High Court Advocate as an Eminent Lawyer at serial No. 14 in the above committee constituted for formulating a policy for regulation and determination of issuance of permission and monitoring of hoardings in terms of the Order passed in *Suo Moto Writ Petition No. 1/2007* and *Public Interest Litigation Writ Petition No. 32/2011* before the Hon'ble High Court of Bombay at Goa and matters connected therewith.

By order and in the name of the Governor of Goa.

Durga Kinlekar, Under Secretary (Revenue-I).

Porvorim, 21st February, 2023.

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